

STATE OF INDIANA)	IN THE MARION SUPERIOR COURT
) SS:	
COUNTY OF MARION)	CAUSE NO. <u>49D07-0611-PL-047048</u>

STATE OF INDIANA,

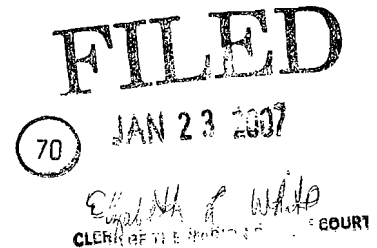
Plaintiff,

v.

ANTHONY LEON HUGHES,
also known as
LONNIE HUGHES,
Individually and doing business as
C & R WELL DRILLING PUMP & PLUMBING
HUGHES WELL DRILLING, and
HUGHES WATER WELL DRILLING &
PUMP SERVICES, and

MILIADEE HUGHES,
also known as
DEE HUGHES,
Individually and doing business as
C & R WELL DRILLING PUMP & PLUMBING,
C. & C. WELL DRILLING/PUMP/PLUMBING, and
HUGHES WELL DRILLING,

Defendants.



DEFAULT JUDGMENT AGAINST
THE DEFENDANT, MILIADEE HUGHES, ONLY

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Miliadee Hughes.

2. The Defendant, Miliadee Hughes, was served with notice of these proceedings and a copy of the Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties.

3. The Defendant, Miliadee Hughes, has failed to appear, plead, or otherwise respond to the complaint.

4. The Defendant, Miliadee Hughes, is not known to be an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Miliadee Hughes.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Miliadee Hughes, her agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract, which includes at a minimum the following:
 - i. The name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii. The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;

- iii. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 - iv. A reasonably detailed description of the proposed home improvements;
 - v. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
 - vi. The approximate starting and completion date of the home improvements;
 - vii. A statement of any contingencies that would materially change the approximate completion date;
 - viii. The home improvement contract price; and
 - ix. Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement

contract and before the consumer can be required to make any down payment;

- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
- d. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should have known it does not have;
- e. representing, expressly or by implication, the replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if the Defendant knows or should reasonably know it is not;
- f. representing, expressly or by implication, that such consumer transaction involves or does not involve a warranty, a disclaimer or warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or should reasonably know the representation is false;
- g. representing, expressly or by implication, the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know they cannot; and
- h. soliciting or engaging in a home improvement transaction without a license or permit required by law.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Miliadee Hughes, as follows:

- a. The contracts previously entered into by the Defendant with consumers, Robert C. Strickland, James Bumb, Roberta J. Baker, Jean Crabtree, Miranda Selke, Tonya Renfro, Ronald Smith, Annie Carr, and Sherrie Murphy; are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Thirty-Two Thousand Eight Hundred and Twenty-Five Dollars (\$32,825.00), payable to the Office of the Attorney General, for allocation and distribution to the following consumers in the following amounts:

1.	Robert C. Strickland of Indianapolis, Indiana	\$ 3,800.00;
2.	James Bumb of Indianapolis, Indiana	\$ 1,600.00;
3.	Roberta J. Baker of Indianapolis, Indiana	\$ 2,025.00;
4.	Jean Crabtree of Indianapolis, Indiana	\$ 1,000.00;
5.	Miranda Selke of Indianapolis, Indiana	\$ 2,375.00;
6.	Tonya Renfro of Indianapolis, Indiana	\$ 1,000.00;
7.	Ronald Smith of Fishers, Indiana	\$ 4,600.00;
8.	Annie Carr of Indianapolis, Indiana	\$ 1,425.00; and
9.	Sherrie Murphy of Martinsville, Indiana	<u>\$15,000.00.</u>
Total		\$32,825.00

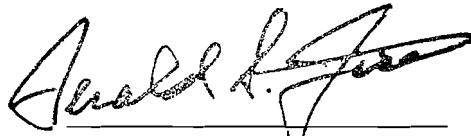
- c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand Three Hundred and Sixty-Five Dollars (\$1,365.00).

- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Two Hundred and Ten Thousand Dollars (\$210,000.00), payable to the State of Indiana.
- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Twenty-One Thousand Dollars (\$21,000.00), payable to the State of Indiana.

A total monetary judgment in the amount of Two Hundred Sixty-Five Thousand One Hundred and Ninety Dollars (\$265,190.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Miliadee Hughes.

ALL ORDERED, ADJUDGED AND DECREED on this 23 day of

Jan, 2007.


Judge, Marion Superior Court

DISTRIBUTION:

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